

**Commonwealth of Massachusetts**  
**Center for Health Information & Analysis (CHIA)**  
**Data Use Agreement/Government Agencies**

In order to ensure that the disclosure and use of Protected Health Information and de-identified data from the Center for Health Information and Analysis (hereinafter referred to as "CHIA") databases complies with M.G.L. c. 12C, 957 CMR 5, and applicable data privacy and security requirements, both CHIA and \_\_\_\_\_, hereinafter

(Agency)

referred to as "Recipient," hereby agree as follows:

1. The Recipient represents that the data, which is described in the Recipient's request (including, if applicable, a data specification workbook) will be used solely for the purposes described in the request as approved by CHIA's Executive Director, dated \_\_\_\_\_, and attached hereto as Exhibit A.
2. The Recipient shall not use, disclose, market, release, show, sell, rent, lease, loan, or otherwise grant access to the data files specified in section 1 of this Agreement, except as **expressly** permitted by this Agreement or otherwise required by law.
3. The Recipient agrees that any use of CHIA data covered by this Agreement in the creation of any document (manuscript, table, chart, study, report, etc.) that is shared with anyone who is not an authorized user of the data must adhere to CHIA's current cell size suppression policy. This policy stipulates that no cell (e.g., admissions, discharges, patients, services) less than 11 may be displayed. Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell less than 11. By signing this Agreement you hereby agree to abide by these rules and, therefore, will not be required to submit any written documents for CHIA review. If you are unsure if you meet the above criteria, you may submit your written products for CHIA review. CHIA agrees to make a determination about approval and to notify the Recipient within 4 to 6 weeks after receipt of findings. CHIA may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individuals.

The Recipient agrees to cite the Center for Health Information and Analysis as the source of the data in any studies, reports or products in which CHIA data are used.

4. The Recipient agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to the data. The safeguards shall provide a level and scope of security that is consistent with 45 CFR § 164.530(c) and any applicable federal or state privacy law, implementing regulation or executive order. By executing this Agreement, the Recipient attests that it is aware of data

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privacy and security obligations imposed on it by state and federal law *and* will comply with the aforementioned privacy and security standards and obligations. The Recipient further agrees and understands that it is solely responsible for any breaches or unauthorized access, disclosure or use of any CHIA data provided in connection with an approved request.

5. The Recipient shall promptly report to CHIA any use or disclosure of the information not permitted by this Data Use Agreement of which it becomes aware. CHIA in its sole discretion may require the Recipient to: (a) promptly investigate and respond to CHIA concerns regarding any alleged disclosure; (b) promptly resolve any problems identified by the investigation; and/or (c) submit a corrective action plan with steps designed to prevent any future unauthorized uses or disclosures.
6. The Recipient acknowledges that any violation of this agreement may subject the recipient to liability or penalties under state and federal law, including but not limited to M.G.L. c. 214 § 1B and M.G.L. c. 93A, as well as any other remedies available at law.
7. By signing this Agreement, the Recipient agrees to abide by all provisions set out in this Agreement for protection of the data files specified in section 1, and acknowledges having received notice of potential penalties for violation of the terms of the Agreement.

The undersigned individual hereby attests that he or she is authorized to enter into this Agreement on behalf of the Recipient and agrees to all the terms specified herein.

Name of Recipient's Authorized Agent:

Title:

Agency:

Street Address:

City, State :

Zip Code:

Telephone:

E-Mail:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The parties mutually agree that the following named individual is designated as Custodian of the data files on behalf of the Recipient and the Custodian shall oversee and comply with all conditions of use, as

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well as the establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The Recipient agrees to notify CHIA within fifteen (15) days of any change of custodianship.

Name and of Recipient's Data Custodian:

Title:

Agency:

Street Address (where CHIA data will be stored):

City, State:

Zip Code:

Telephone:

E-Mail:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The parties mutually agree that the following named individual will be designated as point-of-contact for the Agreement on behalf of CHIA.

On behalf of CHIA, the undersigned representative of CHIA's Legal Department (Chief Privacy Officer, General Counsel, Deputy General Counsel) hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name and of CHIA Representative: Sarah Ragland

Title: General Counsel

501 Boylston Street

Boston, MA

02110

Telephone: 617 701 8221

E-Mail: sarah.ragland@state.ma.us

Signature: \_\_\_\_\_

Date: \_\_\_\_\_